

EXHIBIT A



AGREEMENT BETWEEN
Ramsey Solutions
and
Gaylord Palms Resort & Convention Center

DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between Gaylord Palms Resort & Convention Center, 6000 West Osceola Parkway, Kissimmee, FL, 34746, (407) 586-0000 and Ramsey Solutions.

ORGANIZATION: Ramsey Solutions
CONTACT:
 Name: Joe Leavitt
 Job Title: Director of Event Production
 Street Address: 1749 Mallory Lane
 City, State, Postal Code: Brentwood, TN
 Country: USA
 Phone Number: (877) 410-3283 x5503
 E-mail Address: joel@daveramsey.com

NAME OF EVENT: Ramsey Solutions EntreLeadership Summit May2020
REFERENCE #: M-9SERWB8
OFFICIAL PROGRAM DATES: May 15- 21, 2020

GUEST SLEEPING ROOM BLOCK

The following guest sleeping rooms have been reserved for the Group on the dates set forth below (the "Room Block") for the Ramsey Solutions EntreLeadership Summit - 2020 (the "Event"):

Room Type	Fri 5/15/20	Sat 5/16/20	Sun 5/17/20	Mon 5/18/20	Tues 5/19/20	Wed 5/20/20	Total
Run of House	-	38	1,054	1,054	1,054	324	3,524
Executive Suite	-	5	30	30	30	30	125
Deluxe Suite	-	5	30	30	30	30	125
Presidential Suite	-	6	6	6	6	6	30
Emerald Bay	-	20	200	200	200	50	670
Staff	20	41	80	80	80	80	381
Total	20	115	1,400	1,400	1,400	520	4,855

We will reserve the room block noted above until Friday, September 29, 2017. Due to the very high demand we anticipate over these dates, the Hotel reserves the right to release your first option if we have not received the signed copies of the Agreement verifying confirmation by this time. In the event we have a definite request for these dates prior to your option date, we will contact you for a decision. You will have one (1) business day to either return the signed contract, or release the option.

GROUP ROOM RATES

The confirmed net, non-commissionable per night room rate for the 2020 Event will be:

Single/double/triple/quad occupancy rooms:	\$229.00
Emerald Bay:	\$279.00
Executive Suites:	\$625.00
Deluxe Suites:	\$850.00
Presidential Suites:	\$2700.00

Applicable taxes will be added to room rates (currently 7.5% room tax and 6% occupancy tax).

Subject to availability, Group rates will apply three (3) days prior to, and three (3) days following, the dates of the Event. Children twelve (12) years and under are free when occupying the same room as their parents.

RESORT FEE

The prevailing daily resort fee, currently \$22.00 plus applicable tax, will be added to the guest room rate. This fee will cover several in-room amenities which will include:

- High-speed Internet access in guestrooms
- Two bottled waters replenished daily in your guest room
- 24-hour access to Relâche Fitness Center
- Scheduled shuttle service to Walt Disney World® Theme Parks & Disney Springs®
- Local, toll-free and domestic long-distance telephone calls
- \$10 credit towards dry cleaning services
- Private training session (15 min.) at Relâche Fitness Center (*Limited sessions available Tue - Sat from 5 a.m. - 12 p.m. Appointments required, please visit the fitness center to sign up*)
- One bucket of range balls at nearby Celebration Golf Club.

Please note that the parking fee is currently \$22.00 for self-parking and \$33.00 for valet parking plus applicable tax, currently 7.5%.

REWARDS PROGRAM - REWARDING EVENTS

Approximately (10) business days after the conclusion of the Event (provided that the Event is not cancelled and Ramsey Solutions has otherwise complied with the material terms and conditions of this Agreement), the Hotel will either award Points or submit an award for airline miles to the Member(s) identified below:

Rewarding Events does not apply to Events booked by or on behalf of any governmental entity, including any federal, state or local agency or any other governmental body, and hotels may not award Points or airline miles to a government employee (or an intermediary booking on behalf of a governmental entity) in connection with the Rewarding Events program or otherwise in connection with planning, scheduling or contracting for an Event.

CHECK ONE OPTION BELOW:

- ☐ **Award Points** to the Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement)
Member Name _____
Rewards Program Member Number _____
- ☐ **Award Airline Miles** to the Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement)
Member Name _____

Rewards Program Member Number _____
Airline frequent flier account number _____
Name of airline _____

- ☐ **Decline to Award Points or Airline Miles.** The Contact and the Authorized Signer of this Agreement elect not to receive (and hereby waive the right to receive) an award of Points or airline miles in connection with the Event.

The number of Points or airline miles to be awarded shall be determined pursuant to the Rewards Program Terms and Conditions, as in effect at the time of award. The Rewards Program Terms and Conditions are available on-line at marriottrewards.com, and may be changed at the sole discretion of the Rewards Program at any time and without notice.

The individual(s) identified above to receive either Points or airline miles may not be changed without such individual(s)' prior written consent. By inserting the airline mileage account information, the recipient elects to receive airline miles rather than Points. All Rewards Program Terms and Conditions apply.

RESERVATIONS PROCEDURE

Please indicate which of the following procedures will be used by your group:

☒ X Individual Reservations for the Event will be made by individual attendees directly with Marriott reservations at (407) 586-2000.

☒ X Rooming List for staff.

At the Group's request, Hotel's transient in-house guest list will be compared with the Group's registration list. Any guest room occupied by an individual on Group's registration list, but not coded to Group within Hotel's system, will be credited to Group's final pickup.

If names are found on the Group's registration list and on the Hotel's transient in-house list that are not coded to the group, they shall be credited to the Group hotel pickup (regardless of room rate). This credit may increase the Group pickup as well as possibly increasing the complimentary credits earned.

Hotel will provide Group a weekly guestroom pick-up report starting 45 days prior to the established cut-off date.

GROUPMAX SYSTEM/PASSKEY - HOUSING OPTION

Gaylord Palms Resort & Convention Center currently offers you the services of GroupMax/Passkey – an online group reservation management solution that allows meeting planners a 24-hour real-time visibility into room pickup, registration activity, and more. We can also create a custom web page for your group that allows attendees to book rooms, request special services and make last-minute changes, all maintained in a centralized database accessible only to the hotel and the meeting planner.

Passkey is currently available on a complimentary basis. Ask your Sales or Event Manager at Gaylord Palms Resort & Convention Center for more information on this exciting technology.

GUARANTEED RESERVATIONS

All reservations must be accompanied by a first night room deposit or be guaranteed by Ramsey Solutions. Hotel will not hold any reservations unless secured by one of the above methods. Credit cards will be charged prior to arrival.

If rooms are not guaranteed to the Group's master account, a deposit equal to one night's stay is required to hold each individual's reservation. Should a guest cancel a reservation, the deposit will be

refunded if notice is received at least three (3) working days prior to arrival, and a cancellation number is obtained.

NO ROOM TRANSFER BY GUEST

Ramsey Solutions agrees that neither Ramsey Solutions nor attendees of the Event nor any intermediary shall be permitted to assign any rights or obligations under this Group Sales Agreement, or to resell or otherwise transfer to persons not associated with Ramsey Solutions reservations for guestrooms, meeting rooms or any other facilities made pursuant to this Group Sales Agreement.

CUTOFF DATE

Reservations by attendees must be received on or before, **Saturday, April 25, 2020** (the "Cutoff Date"). At the Cutoff Date, Hotel will review the reservation pickup for the Event, release the unreserved rooms for general sale, and determine whether it can accept reservations based on a space- and rate-available basis at the Ramsey Solutions group rate after this date.

Release of rooms for general sale following the Cutoff Date does not affect Ramsey Solutions' obligation, as discussed elsewhere in this Agreement, to utilize guest rooms.

CHECK-OUT TIME

Check-in time is 4:00 p.m. local time. Check-out time is 11:00 a.m. local time. Anyone checking out after 11:00 a.m. local time may incur late charges. Special arrangements can be made for late check-outs based on availability, and/or luggage can be stored for individuals with later departures.

COMPLIMENTARY POLICY

We are pleased to extend to your group one complimentary single room (1) per every 45 rooms utilized at the group rate during your meeting. Any rooms with rates discounted below the group rate will not be calculated in the complimentary allotment. This number is determined by the actual rooms occupied by your group on a cumulative basis divided by 45.

The following suites have a value of more than one unit:

Presidential Suite	- 6 room nights
Deluxe Suite	- 4 room nights
Executive Suite	- 3 room nights

SPECIAL INCENTIVES

Provided that the Group utilizes 80% of the Room Block, we are pleased to provide, as special added incentives, the following:

- One (1) Complimentary GRAND Presidential Suite will be reserved for Dave Ramsey over the meeting dates
- Five (5) Presidential Suite upgrades at Negotiated group rate (noted in room block grid)
- Thirty (30) Deluxe Suites upgrades will be offered at group rate for VIPs/Speakers (noted in room block grid)
- Thirty (30) Executive Suites upgrades will be offered at group rate for VIPs/Speakers (noted in room block grid)
- Twenty (20) Celebrity Services Status (some will be modified)
- 200 Emerald Bay Rooms per night at \$279.00 (noted in room block grid)
- Complimentary valet for up to 20 staff members
- Complimentary VIP round trip airport transfers for up to 10 speakers/VIPs
- Complimentary AM/PM Office breaks for up to 20 staff members
- \$5,000.00 flat fee for power requirements (NOT including service charge or labor)
- Wi-Fi Package \$65,000.00 (Plus Tax & Service Charge):
 - 200 Mbps Dedicated Bandwidth, to be allocated across up to 3 VLANs / SSIDs
 - Up to 30 Static IP Addresses
 - Up to 20 Wired Drops

- Access to in house lighting in General Session complimentary (Value \$780.00++ per day)
- Forty Percent (40%) discount on Staff Block (noted in room block grid)
- Ten Percent (10%) Discount off current year banquet menu pricing (does not apply to custom menus, minimum must be met after discount is applied)
- Pre-Planning Visits – up to 20 room nights (additional at Staff Rate) based on availability. To include office, valet parking, airport transfers and Food & Beverage needs
- Audio-Visual Discount – PSAV): Hotel will offer a 40 % discount off prevailing published pricing guidelines for PSAV in-house inventory of equipment (excludes labor, rigging, truss, Event Technology Support (service charges), consumables, sales tax and shipping/delivery charges) if PSAV is selected as the sole provider for all AV Equipment & Services. If PSAV is not selected as the sole provider then all AV Equipment will be charged at a sliding scale. If total spend of audiovisual equipment and labor before discount and tax is:
 - \$0 to \$40,000 then a 10% discount will be applied to audiovisual equipment
 - \$40,001 to \$75,000 then a 15% discount will be applied to audiovisual equipment
 - \$75,001 + then a 20% discount will be applied to audiovisual equipment. This discounting does not apply to consumables, labor, rigging, truss and Event Technology Support Fee (service charge).
- Credit to Master for 25% the value of Rigging motors and truss (excluding tax and service charge) Custom Rigging Package to be provided. PSAV is the exclusive provider of all rigging equipment, rigging & truss labor and truss equipment. Rigging equipment includes but is not limited to motors, points, cabling and truss.
- Complimentary corkage fee on Entre branded water bottles on main arrival registration day at Registration Desk location.
- \$2.00++ corkage fee on Entre Branded Water Bottles on beverage stations during sessions, Am/Pm breaks and meal functions.
- Complimentary storage of up to seven pallets no more than five days prior to event
- Complimentary access to one in room channel
- Two Platinum Marriott Rewards Membership Status Upgrades
- Double Program Points
- Three (3) -Three nights stays to be used at our discretion (could be used as marketing incentives, contesting, etc.). To include:
 - Complimentary Deluxe Suite for three (3) nights
 - Celebrity Status
 - Complimentary Round trip airport transfer
 - Complimentary Welcome Amenity
 - Two (2) Rounds of Golf
 - One (1) Relache Spa treatment each for two (2) people - per gift certificate- total of two(2) treatments per certificate
 - Dinner for two (2) at Old Hickory Steakhouse
- Complimentary marketing Fees up to \$50,000.00 (not including production or labor)

TWO YEAR MULTI-YEAR CONCESSION PACKAGE

(ADD ON Gaylord Rockies or Gaylord Texan by December 22, 2017)

- ALL Single Year Concessions
- 15% Discount (instead of 10% in single year) on current year banquet menu (minimum must be met after discount is applied, discount not available on custom menus)
- 250,000 Marriott Rewards at contract signing PER HOTEL
- \$25,000.00 Master Account credit toward (1) Catered Function

THREE YEAR MULTI-YEAR CONCESSION PACKAGE

(ADD ON Gaylord Rockies or Gaylord Texan by December 22, 2017)

- All Single and Two Year Concessions
- ALL MARKETING FEES WAIVED

In the event of reductions in the room night commitment of more than 20% the hotel may adjust any concessions previously offered in this agreement, including concessions offered on a complimentary basis, and may also adjust the functions space in direct proportion to the reduction in the room night commitment.

DEPOSITS

Seventy-five percent (75%) of the anticipated Group expenditures to be master billed, including all food and beverage charges, is due thirty (30) days prior to arrival. Until this pre-payment is made, the Hotel reserves the right to withhold any or all the services hereunder agreed to.

MASTER ACCOUNT

Hotel must be notified in writing at least 10 days prior to arrival of the authorized signatories and the charges that are to be posted to the Master Account. Any cancellation or attrition fees will be billed to the Master Account.

METHOD OF PAYMENT

The method of payment of the Master Account will be established upon approval of Ramsey Solutions' credit. If credit is approved, the outstanding balance of Ramsey Solutions Master Account (less any advance deposits and exclusive of disputed charges) will be due and payable upon receipt of invoice.

Ramsey Solutions will raise any disputed charge(s) within 10 days after receipt of the invoice. The Hotel will work with Ramsey Solutions in resolving any such disputed charges, the payment of which will be due upon receipt of invoice after resolution of the dispute. If payment of any invoice is not received within thirty (30) days of the date on which it was due, Hotel will impose a finance charge at the rate of the lesser of 1-1/2% per month (18% annual rate) or the maximum allowed by law on the unpaid balance commencing on the invoice date.

Ramsey Solutions has indicated that it has elected to use the following form of payment:

- ☐ Cash, money order, or other guaranteed form of payment
- ☐ Credit card (We accept all major credit cards)
- ☐ Company check or Electronic Funds Transfer
- ☒ Direct Bill

Ramsey Solutions may not change this form of payment.

In the event that credit is not approved, Ramsey Solutions agrees to pay an advance deposit in an amount to be determined by the Hotel in its reasonable discretion, with the full amount due prior to the start of the group's event.

Please indicate which of the following will be billed to your master account

Room and tax (Entire group) _____
Rooms and tax (VIPS and staff) ☒ _____
Authorized Food and Beverage ☒ _____
Incidental Charges ☒ staff only _____
Standard Gratuities ☒ _____

PROGRAM

We have reserved space for your meeting and social functions based on our understanding of your needs at this time, as set forth in the attached Program Schedule attached hereto and incorporated herein. Your execution of the Agreement will serve as your approval of the attached program schedule.

Provided that you utilize at least 80% of the Room Block, such meeting space will be provided complimentary.

We reserve the right to adjust the assignment of the Group's meeting and function space to a size appropriate for the number of expected attendees at each function.

Group will work with hotel at One (1) year before the groups arrival date to identify any potential unused space over event dates.

Sixty (60) days before the Group's arrival date, your Convention Services team must receive the Group's final agenda. At that time, all space unused by your group will be released back into the hotel's inventory. Any space additional and/or changes to the agenda within 60 days will continue to be based on availability, and may incur additional room rental.

Date	Day	Day #	Start Time	End Time	Function Space	Room Assignment	Function Type	Setup Style	Expected	Backup Space
Friday										
6/15/2020	Fri	1	6:00 PM	11:45 PM	Osceola CD/Stage	General Session	Set Up		1	
Saturday										
5/16/2020	Sat	2	6:00 AM	11:45 PM	Osceola Ballroom	General Session	Set Up		1	
5/16/2020	Sat	2	6:00 AM	11:45 PM	Vero	Office	Office	Office	1	
5/16/2020	Sat	2	7:00 PM	11:45 PM	Sarasota 1	Breakout 9	Breakout	Schoolroom	20	
5/16/2020	Sat	2	7:00 PM	11:45 PM	Sarasota 2	Breakout 10	Breakout	Schoolroom	20	
5/16/2020	Sat	2	7:00 PM	11:45 PM	Sarasota 3	Breakout 11	Breakout	Schoolroom	20	
5/16/2020	Sat	2	7:00 PM	11:45 PM	Gainesville 2	Breakout 6	Breakout	Conference	20	
5/16/2020	Sat	2	7:00 PM	11:45 PM	Destin 1	Breakout 7	Breakout	Conference	20	
5/16/2020	Sat	2	7:00 PM	11:45 PM	Destin 2	Breakout 8	Breakout	Conference	20	
5/16/2020	Sat	2	7:00 PM	11:45 PM	Gainesville 1	Breakout 5	Breakout	Conference	20	
5/16/2020	Sat	2	8:00 PM	11:45 PM	Sun A	Hold 1	Holding Room		1	
6/16/2020	Sat	2	8:00 PM	11:45 PM	Sun 1-6	Breakout 4	Breakout	Lounge	200	
5/16/2020	Sat	2	8:00 PM	11:45 PM	Sun C	Breakout 2	Breakout	Theatre	300	
5/16/2020	Sat	2	8:00 PM	11:45 PM	Sun D	Breakout 3	Breakout	Theatre	300	
5/16/2020	Sat	2	8:00 PM	11:45 PM	Sun B	Breakout 1	Breakout	Theatre	500	
5/16/2020	Sat	2	8:00 PM	11:45 PM	City Hall Lobby	Registration	Registration		1	
Sunday										
5/17/2020	Sun	3	1:00 AM	11:45 PM	Sun A	Hold 1	Holding Room		1	
5/17/2020	Sun	3	1:00 AM	11:45 PM	Osceola Ballroom	General Session	General Session	Schoolroom	2,000	
5/17/2020	Sun	3	1:00 AM	11:45 PM	Sun B	Breakout 1	Breakout	Theatre	500	
5/17/2020	Sun	3	1:00 AM	11:45 PM	Sun C	Breakout 2	Breakout	Theatre	300	
5/17/2020	Sun	3	1:00 AM	11:45 PM	Sun D	Breakout 3	Breakout	Theatre	300	
5/17/2020	Sun	3	1:00 AM	11:45 PM	Sun 1-6	Breakout 4	Breakout	Lounge	200	
5/17/2020	Sun	3	1:00 AM	11:45 PM	Gainesville 1	Breakout 5	Breakout	Conference	20	

5/17/2020	Sun	3	1:00 AM	11:45 PM	Gainesville 2	Breakout 6	Breakout	Conference	20	
5/17/2020	Sun	3	1:00 AM	11:45 PM	Destin 1	Breakout 7	Breakout	Conference	20	
5/17/2020	Sun	3	1:00 AM	11:45 PM	Destin 2	Breakout 8	Breakout	Conference	20	
5/17/2020	Sun	3	1:00 AM	11:45 PM	Sarasota 1	Breakout 9	Breakout	Schoolroom	20	
5/17/2020	Sun	3	1:00 AM	11:45 PM	Sarasota 2	Breakout 10	Breakout	Schoolroom	20	
5/17/2020	Sun	3	1:00 AM	11:45 PM	Sarasota 3	Breakout 11	Breakout	Schoolroom	20	
5/17/2020	Sun	3	1:00 AM	11:45 PM	Vero	Office	Office	Office	1	
5/17/2020	Sun	3	1:00 AM	11:45 PM	City Hall Lobby	Registration	Registration		1	
5/17/2020	Sun	3	6:00 AM	11:45 PM	Captiva	Hold 2	Holding Room		1	
5/17/2020	Sun	3	6:00 AM	11:45 PM	Daytona	Hold 3	Holding Room		1	
5/17/2020	Sun	3	6:00 AM	11:45 PM	Miami	Hold 4	Holding Room		1	
5/17/2020	Sun	3	6:00 AM	11:45 PM	Sanibel	Hold 5	Holding Room		1	
5/17/2020	Sun	3	6:00 AM	11:45 PM	Tallahassee	Hold 6	Holding Room		1	
5/17/2020	Sun	3	6:00 AM	11:45 PM	Flagler	Hold 7	Holding Room		1	
5/17/2020	Sun	3	6:00 AM	11:45 PM	Exhibit Hall A-F	Hold for growth	Exhibits		1	
5/17/2020	Sun	3	6:00 AM	11:45 PM	Tampa 1	Breakout 12	Breakout	Schoolroom	20	
5/17/2020	Sun	3	6:00 AM	11:45 PM	Tampa 2	Breakout 13	Breakout	Schoolroom	20	
5/17/2020	Sun	3	6:00 AM	11:45 PM	Tampa 3	Breakout 14	Breakout	Schoolroom	20	
5/17/2020	Sun	3	6:00 AM	11:45 PM	Naples	Speaker Room	Speaker Room	Lounge	20	
5/17/2020	Sun	3	1:00 PM	11:45 PM	St. George #102	Team Meeting 1	Holding Room		1	
5/17/2020	Sun	3	1:00 PM	11:45 PM	St. George #104	Team Meeting 2	Holding Room		1	
5/17/2020	Sun	3	1:00 PM	11:45 PM	St. George #106	Team Meeting 3	Holding Room		1	
5/17/2020	Sun	3	1:00 PM	11:45 PM	St. George #108	Team Meeting 4	Holding Room		1	
5/17/2020	Sun	3	1:00 PM	11:45 PM	St. George #114	Team Meeting 5	Holding Room		1	
5/17/2020	Sun	3	1:00 PM	11:45 PM	St. George #112	Team Meeting 6	Holding Room		1	
5/17/2020	Sun	3	1:00 PM	11:45 PM	Orange Blossom Ballroom	Team Meeting 7	Holding Room		1	
5/17/2020	Sun	3	4:00 PM	10:00 PM	Coquina Lawn and Fire Pits	Dessert Reception	Reception	Cocktail Rounds	1	Exhibit Hall A
Monday										
5/18/2020	Mon	4	1:00 AM	11:45 PM	Orange Blossom Ballroom	Team Meeting 7	Holding Room		1	
5/18/2020	Mon	4	1:00 AM	11:45 PM	Flagler	Hold 7	Holding Room		1	
5/18/2020	Mon	4	1:00 AM	11:45 PM	St. George #112	Team Meeting 6	Holding Room		1	
5/18/2020	Mon	4	1:00 AM	11:45 PM	St. George #114	Team Meeting 5	Holding Room		1	
5/18/2020	Mon	4	1:00 AM	11:45 PM	St. George #108	Team Meeting 4	Holding Room		1	
5/18/2020	Mon	4	1:00 AM	11:45 PM	St. George #106	Team Meeting 3	Holding Room		1	
5/18/2020	Mon	4	1:00 AM	11:45 PM	St. George #104	Team Meeting 2	Holding Room		1	
5/18/2020	Mon	4	1:00 AM	11:45 PM	St. George #102	Team Meeting 1	Holding Room		1	
5/18/2020	Mon	4	1:00 AM	11:45 PM	Tallahassee	Hold 6	Holding Room		1	
5/18/2020	Mon	4	1:00 AM	11:45 PM	Miami	Hold 4	Holding Room		1	

5/18/2020	Mon	4	1:00 AM	11:45 PM	Sanibel	Hold 5	Holding Room		1	
5/18/2020	Mon	4	1:00 AM	11:45 PM	Sun A	Hold 1	Holding Room		1	
5/18/2020	Mon	4	1:00 AM	11:45 PM	Osceola Ballroom	General Session	General Session	Schoolroom	2,000	
5/18/2020	Mon	4	1:00 AM	11:45 PM	Sun B	Breakout 1	Breakout	Theatre	500	
5/18/2020	Mon	4	1:00 AM	11:45 PM	Sun D	Breakout 3	Breakout	Theatre	300	
5/18/2020	Mon	4	1:00 AM	11:45 PM	Sun C	Breakout 2	Breakout	Theatre	300	
5/18/2020	Mon	4	1:00 AM	11:45 PM	Sun 1-6	Breakout 4	Breakout	Lounge	200	
5/18/2020	Mon	4	1:00 AM	11:45 PM	Gainesville 2	Breakout 6	Breakout	Conference	20	
5/18/2020	Mon	4	1:00 AM	11:45 PM	Tampa 2	Breakout 13	Breakout	Schoolroom	20	
5/18/2020	Mon	4	1:00 AM	11:45 PM	Tampa 3	Breakout 14	Breakout	Schoolroom	20	
5/18/2020	Mon	4	1:00 AM	11:45 PM	Destin 1	Breakout 7	Breakout	Conference	20	
5/18/2020	Mon	4	1:00 AM	11:45 PM	Sarasota 2	Breakout 10	Breakout	Schoolroom	20	
5/18/2020	Mon	4	1:00 AM	11:45 PM	Sarasota 3	Breakout 11	Breakout	Schoolroom	20	
5/18/2020	Mon	4	1:00 AM	11:45 PM	Destin 2	Breakout 8	Breakout	Conference	20	
5/18/2020	Mon	4	1:00 AM	11:45 PM	Gainesville 1	Breakout 5	Breakout	Conference	20	
5/18/2020	Mon	4	1:00 AM	11:45 PM	Tampa 1	Breakout 12	Breakout	Schoolroom	20	
5/18/2020	Mon	4	1:00 AM	11:45 PM	Sarasota 1	Breakout 9	Breakout	Schoolroom	20	
5/18/2020	Mon	4	1:00 AM	11:45 PM	Vero	Office	Office	Office	1	
5/18/2020	Mon	4	1:00 AM	11:45 PM	Naples	Speaker Room	Speaker Room	Lounge	20	
5/18/2020	Mon	4	1:00 AM	11:45 PM	Captiva	Hold 2	Holding Room		1	
5/18/2020	Mon	4	1:00 AM	11:45 PM	Daytona	Hold 3	Holding Room		1	
5/18/2020	Mon	4	1:00 AM	11:45 PM	City Hall Lobby	Registration	Registration		1	
5/18/2020	Mon	4	1:00 AM	11:45 PM	Exhibit Hall A-F	Hold for growth	Exhibits		1	
5/18/2020	Mon	4	10:00 AM	10:30 AM	Osceola Lobby	AM Break	Coffee Break	Roll-in	1	
5/18/2020	Mon	4	11:00 AM	12:00 PM	Osceola Ballroom	Lunch	Lunch	Schoolroom	2,000	
5/18/2020	Mon	4	2:30 PM	3:00 PM	Osceola Lobby	PM Break	Coffee Break	Roll-in	1	
Tuesday										
5/19/2020	Tue	5	1:00 AM	6:00 PM	Orange Blossom Ballroom	Team Meeting 7	Holding Room		1	
5/19/2020	Tue	5	1:00 AM	6:00 PM	St. George #102	Team Meeting 1	Holding Room		1	
5/19/2020	Tue	5	1:00 AM	6:00 PM	St. George #104	Team Meeting 2	Holding Room		1	
5/19/2020	Tue	5	1:00 AM	6:00 PM	St. George #106	Team Meeting 3	Holding Room		1	
5/19/2020	Tue	5	1:00 AM	6:00 PM	St. George #108	Team Meeting 4	Holding Room		1	
5/19/2020	Tue	5	1:00 AM	6:00 PM	St. George #114	Team Meeting 5	Holding Room		1	
5/19/2020	Tue	5	1:00 AM	6:00 PM	St. George #112	Team Meeting 6	Holding Room		1	
5/19/2020	Tue	5	1:00 AM	11:45 PM	Flagler	Hold 7	Holding Room		1	
5/19/2020	Tue	5	1:00 AM	11:45 PM	Sanibel	Hold 5	Holding Room		1	
5/19/2020	Tue	5	1:00 AM	11:45 PM	Tallahassee	Hold 6	Holding Room		1	
5/19/2020	Tue	5	1:00 AM	11:45 PM	Miami	Hold 4	Holding Room		1	
5/19/2020	Tue	5	1:00 AM	11:45 PM	Sun A	Hold 1	Holding Room		1	

5/19/2020	Tue	5	1:00 AM	11:45 PM	Osceola Ballroom	General Session	General Session	Schoolroom	2,000	
5/19/2020	Tue	5	1:00 AM	11:45 PM	Sun B	Breakout 1	Breakout	Theatre	500	
5/19/2020	Tue	5	1:00 AM	11:45 PM	Sun D	Breakout 3	Breakout	Theatre	300	
5/19/2020	Tue	5	1:00 AM	11:45 PM	Sun C	Breakout 2	Breakout	Theatre	300	
5/19/2020	Tue	5	1:00 AM	11:45 PM	Sun 1-6	Breakout 4	Breakout	Lounge	200	
5/19/2020	Tue	5	1:00 AM	11:45 PM	Gainesville 2	Breakout 6	Breakout	Conference	20	
5/19/2020	Tue	5	1:00 AM	11:45 PM	Tampa 2	Breakout 13	Breakout	Schoolroom	20	
5/19/2020	Tue	5	1:00 AM	11:45 PM	Tampa 3	Breakout 14	Breakout	Schoolroom	20	
5/19/2020	Tue	5	1:00 AM	11:45 PM	Destin 1	Breakout 7	Breakout	Conference	20	
5/19/2020	Tue	5	1:00 AM	11:45 PM	Sarasota 2	Breakout 10	Breakout	Schoolroom	20	
5/19/2020	Tue	5	1:00 AM	11:45 PM	Sarasota 3	Breakout 11	Breakout	Schoolroom	20	
5/19/2020	Tue	5	1:00 AM	11:45 PM	Destin 2	Breakout 8	Breakout	Conference	20	
5/19/2020	Tue	5	1:00 AM	11:45 PM	Gainesville 1	Breakout 5	Breakout	Conference	20	
5/19/2020	Tue	5	1:00 AM	11:45 PM	Tampa 1	Breakout 12	Breakout	Schoolroom	20	
5/19/2020	Tue	5	1:00 AM	11:45 PM	Sarasota 1	Breakout 9	Breakout	Schoolroom	20	
5/19/2020	Tue	5	1:00 AM	11:45 PM	Vero	Office	Office	Office	1	
5/19/2020	Tue	5	1:00 AM	11:45 PM	Naples	Speaker Room	Speaker Room	Lounge	20	
5/19/2020	Tue	5	1:00 AM	11:45 PM	Captiva	Hold 2	Holding Room		1	
5/19/2020	Tue	5	1:00 AM	11:45 PM	Daytona	Hold 3	Holding Room		1	
5/19/2020	Tue	5	1:00 AM	11:45 PM	City Hall Lobby	Registration	Registration		1	
5/19/2020	Tue	5	1:00 AM	11:45 PM	Exhibit Hall A-F	Hold for growth	Exhibits		1	
5/19/2020	Tue	5	10:00 AM	10:30 AM	Osceola Lobby	AM Break	Coffee Break	Roll-in	1	
5/19/2020	Tue	5	11:00 AM	12:00 PM	Osceola Ballroom	Lunch	Lunch	Schoolroom	2,000	
5/19/2020	Tue	5	2:30 PM	3:00 PM	Osceola Lobby	PM Break	Coffee Break	Roll-in	1	
5/19/2020	Tue	5	4:00 PM	10:00 PM	Emerald Bay Plaza	VIP Reception	Reception		400	
Wednesday										
5/20/2020	Wed	6	1:00 AM	3:00 PM	Exhibit Hall A-F	Hold for growth	Exhibits		1	
5/20/2020	Wed	6	1:00 AM	5:00 PM	Sun B	Breakout 1	Breakout	Theatre	500	
5/20/2020	Wed	6	1:00 AM	5:00 PM	Sun D	Breakout 3	Breakout	Theatre	300	
5/20/2020	Wed	6	1:00 AM	5:00 PM	Sun C	Breakout 2	Breakout	Theatre	300	
5/20/2020	Wed	6	1:00 AM	5:00 PM	Sun 1-6	Breakout 4	Breakout	Lounge	200	
5/20/2020	Wed	6	1:00 AM	5:00 PM	Gainesville 2	Breakout 6	Breakout	Conference	20	
5/20/2020	Wed	6	1:00 AM	5:00 PM	Tampa 2	Breakout 13	Breakout	Schoolroom	20	
5/20/2020	Wed	6	1:00 AM	5:00 PM	Tampa 3	Breakout 14	Breakout	Schoolroom	20	
5/20/2020	Wed	6	1:00 AM	5:00 PM	Destin 1	Breakout 7	Breakout	Conference	20	
5/20/2020	Wed	6	1:00 AM	5:00 PM	Sarasota 2	Breakout 10	Breakout	Schoolroom	20	
5/20/2020	Wed	6	1:00 AM	5:00 PM	Sarasota 3	Breakout 11	Breakout	Schoolroom	20	
5/20/2020	Wed	6	1:00 AM	5:00 PM	Destin 2	Breakout 8	Breakout	Conference	20	
5/20/2020	Wed	6	1:00 AM	5:00 PM	Gainesville 1	Breakout 5	Breakout	Conference	20	
5/20/2020	Wed	6	1:00 AM	5:00 PM	Tampa 1	Breakout 12	Breakout	Schoolroom	20	
5/20/2020	Wed	6	1:00 AM	5:00 PM	Sarasota 1	Breakout 9	Breakout	Schoolroom	20	

5/20/2020	Wed	6	1:00 AM	5:00 PM	Naples	Speaker Room	Speaker Room	Lounge	20	
5/20/2020	Wed	6	1:00 AM	5:00 PM	City Hall Lobby	Registration	Registration		1	
5/20/2020	Wed	6	1:00 AM	11:45 PM	Osceola Ballroom	General Session	General Session	Schoolroom	2,000	
5/20/2020	Wed	6	1:00 AM	11:45 PM	Vero	Office	Office	Office	1	
5/20/2020	Wed	6	10:00 AM	10:30 AM	Osceola Lobby	AM Break	Coffee Break	Roll-in	1	
5/20/2020	Wed	6	11:00 AM	12:00 PM	Osceola Ballroom	Lunch	Lunch	Schoolroom	2,000	
5/20/2020	Wed	6	2:30 PM	3:00 PM	Osceola Lobby	PM Break	Coffee Break	Roll-in	1	
Friday										
5/21/2020	Thu	7	1:00 AM	12:00 PM	Vero	Office	Office	Office	1	

FOOD AND BEVERAGE PRICING; FOOD AND BEVERAGE GUARANTEE

Food and Beverage pricing for the Event will be based on prevailing market conditions at the time of the Event. Current 2017 minimum banquet prices, excluding tax and a service charge, are as follows:

Breakfast	Price range:	Dinner	Price range:
Continental	\$37 - \$41	Plated	\$88 - \$109
Plated	\$36 - \$49	Buffet	\$93 - \$124
Buffet	\$43 - \$62		
Lunch		Reception:	
Plated	\$42 - \$59	Full Bar:	
Buffet	\$57 - \$62	One Hour	\$25 - \$38
Box	\$44	Two Hours	\$33 - \$37
		Three Hours	\$42 - \$47
		Food:	
		Light Hors d'oeuvre	\$31 - \$39
		Heavy Hors d'oeuvre	
		& Stations	\$80 - \$106

Applicable taxes and a service charge will be added to all food and beverage pricing. Service Charges for discounted menus will be based on retail pricing. All food and beverages served at functions associated with the Event must be provided, prepared, and served by Hotel and must be consumed on Hotel premises.

The Hotel is relying on, and the Group agrees to provide, a minimum of \$700,000 (the "F&B Guarantee") plus applicable taxes and service charges. Group agrees that the food and beverage functions listed on the schedule of events are a major component of this Agreement and that the Hotel will suffer damages that will be difficult or impossible to calculate if the Event is held and the Group's actual food and beverage spend falls below the F&B Guarantee. In such event, the Group will pay the Hotel liquidated damages in an amount equal to the difference between (i) the F&B Guarantee and (ii) the actual total food and beverage revenue generated by the functions listed in the Event's program schedule. Group agrees that such damages are a reasonable estimate of the Hotel's actual damages and not a penalty. These liquidated damages are due within 30 days of the date such damages are incurred, and accrue interest at the rate of 1.5 percent per month (or, if less, the maximum amount permitted by law).

Gaylord Palms is pleased to recommend:

FREEMAN is the world's leading provider of integrated services for face-to-face marketing. As a strategic based event partner, *FREEMAN* is the one source for all your exposition and convention service needs. They are conveniently located on property to assist you and your exhibitors. *FREEMAN* specializes in logistical solutions including exhibit booth programs, corporate events, custom carpet, furniture rental, floor plan design, digital graphic & design production, rental displays, group registration areas, staging/plush draping and material handling services. *FREEMAN* can also provide strategic solutions by developing social media integration, virtual extension components and ROI measurement to insure your organization achieves its immediate goals and continues its growth into the future. For more information visit the *FREEMAN* website at www.freemanco.com. Contact: Beth Coffey at 407-313-5850 or 407-586-2209.

For over 50 years *PSAV Presentation Services* has specialized in the planning, production, and execution of complex presentations and events all over the world. They are one of the world's leading providers of event technology and integrated services for corporate events, conventions, exhibitions and awards shows. *PSAV Presentation Services* is honored to serve as the preferred in-house staging, production and audio visual services contractor and exclusive rigging services provider for Gaylord Hotels. With multiple offices and dedicated technical support on property, *PSAV* is positioned to properly assist you and your guests. *PSAV Presentation Services* is dedicated to providing a remarkable experience for event managers, exhibitors and attendees alike. For more information, please contact our in-house office at 407-586-2251.

Hello Florida! is a full service destination management company focused on the success of our clients. Our services include transportation, hospitality staff, customized themed events, décor and entertainment, tours and activities, teambuilding events, and access to Florida's premier venues. Our integrity, enthusiasm and commitment to excellence make us the leader in the industry today, and tomorrow. Please call Stephanie Hotchkiss at 407-586-2352 or shotchkiss@hello-florida.com for more information.

Relâche, our on-site resort spa, was designed with groups in mind. This 25,000-square-foot European-inspired spa features 25 massage, body and skin care treatment suites; a full-service salon; and a complete fitness center. Feel free to contact our Spa Sales Manager at (407) 586-4772, for more information about the range of services offered, including fitness breaks during your meetings.

AFFILIATE GROUPS

So that we may accommodate any groups that are meeting in conjunction with your convention, please indicate which of the following procedures will be used by your group:

Approximate number of affiliate groups anticipated: _____

- ☐ Approval must go through headquarters for function space.
- ☐ Notify headquarters of affiliate group, but prior approval of space is not required.
- ☐ Headquarters does not require any knowledge of any affiliate group.

Charges for function space required for affiliate groups will be negotiated at such time as space is requested.

ATTRITION

Hotel is relying upon Group's use of the Room Night Commitment. Group agrees that a loss will be incurred by Hotel if Group's actual usage is less than 80% of the Room Night Commitment.

If Group's actual usage is less than 80% of the Room Night Commitment, Group agrees to pay, as liquidated damages and not as a penalty, the difference between 80% of the Room Night Commitment and Group's actual usage, multiplied by the average group room rate, plus applicable taxes.

CANCELLATION POLICY

Group agrees that it bears responsibility for payment for the Room Block and the F&B Guarantee. Group also agrees that the Hotel will suffer actual harm that will be difficult to determine if the Group cancels this Agreement after the date hereof for reasons other than those specified in this Agreement. The Group will pay as liquidated damages to the Hotel, depending upon the timing of such cancellation, the following amounts, as a reasonable estimate of harm to Hotel for the cancellation:

<u>Time Period of Cancellation</u>	<u>Amount of Liquidated Damages Due</u>
0- 180 days prior to arrival	100% of total room revenue plus 75% of F&B Guarantee
181 -365 days prior to arrival	75% of total room revenue* plus 50% of F&B Guarantee
366-551 days prior to arrival	40% of total room revenue
552 or more days prior to arrival	10% of total room revenue*

*The term "total room revenue" means the dollar amount equal to the Room Block multiplied by the Group's average room rate, exclusive of resort fee.

Such amount (the "Cancellation Charge") will be due and payable due within 30 days of the date of cancellation, and accrue interest at the rate of 1.5 percent per month (or, if less, the maximum amount permitted by law). If required by the applicable jurisdiction, the Group will pay sales and/or other applicable taxes with respect to the Cancellation Charge outlined above.

CANCELLATION IN EVENT OF CHANGE IN MEETING SITE

Notwithstanding any other provision of this Agreement, the Group agrees that it has no right to cancel this Agreement for the purpose of changing its meeting site to another city or location, and in such event, regardless of the date of cancellation of the Agreement, the Group will owe liquidated damages equal to 100% of total room revenues plus applicable tax, to be received by the Hotel from your event for guest rooms comprising the Room Block.

FOR CAUSE TERMINATION

Should it be impossible for the group to perform its obligations under the Agreement as a result of Dave Ramsey's unforeseen death or disability, the Hotel shall refund all deposits and/or prepayments made by the Group within thirty (30) days of receipt of the notice of termination. Group must notify Hotel within Ten (10) days of such occurrence.

Notwithstanding any provision to the contrary herein, Group may at any time terminate this Agreement without penalty in the event Hotel, its parent, subsidiary or affiliated businesses, principals or executives become engaged in, accused of or subject to any public scandal, political controversy, crime, fraud or other event that in Group's sole judgment will impair or damage its brand or good will by hosting an event at Hotel. In such event, Group shall provide prompt notice and the Hotel shall refund all deposits and/or prepayments made by the Group within thirty (30) days of receipt of the notice of termination.

PERFORMANCE LICENSES

Ramsey Solutions will be solely responsible for obtaining any necessary licenses or permission to perform, broadcast, transmit, or display any copyrighted works (including without limitation, music, audio, or video recordings, art, etc.) that Ramsey Solutions may use or request to be used at the Hotel.

FORCE MAJEURE

Either party may be excused from performance without liability if circumstances beyond its reasonable control, such as acts of God, war, acts of domestic terrorism, strikes or similar circumstances, make it illegal or impossible to provide or use the Hotel facilities. The ability to terminate pursuant to this clause is conditioned upon delivery written notice to the other party setting forth the basis for such termination within ten (10) days after learning of such basis.

LITIGATION EXPENSES

The parties agree that, in the event litigation relating to this Agreement is filed by either party, the non-prevailing party in such litigation will pay the prevailing party's costs resulting from the litigation, including reasonable attorneys' fees.

LIQUOR LICENSE

Ramsey Solutions understands that Hotel's liquor license requires that beverages only be dispensed by Hotel employees or bartenders. Alcoholic beverage service may be denied to those guests who appear to be intoxicated or are under age.

COMMUNICATIONS BETWEEN THE PARTIES

Notices sent between the parties may be sent via regular mail, with the effective date as of the date of mailing, or by Federal Express or other overnight delivery service, with the effective date the date of receipt, or by facsimile, with the effective date as of the date shown on the confirmation of receipt. Copies or facsimiles shall be considered as valid as original documents.

RENOVATION/REMODELING

As of the date of the signing of this Contract, Hotel has no plans for renovation or remodeling of any facilities over the program dates, which will be utilized by Group pursuant to this contract, other than ordinary maintenance. In the event that after this contract is signed, Hotel confirms any plans to remodel or renovate its facilities over the Event dates, Hotel agrees to inform your group in writing of the following:

- Planned scope of project;
- Schedule for commencement and completion;
- Anticipated impact project will have on areas to be utilized by your group;
- Hotel's plan for minimizing impact of project on Group.

Hotel promises that any such construction or remodeling will not interfere with Group's use of the Hotel. The parties agree to negotiate in good faith to resolve any concerns raised as a result of renovations or remodeling and to enter into such amendments of this Contract as may be necessary to reasonably accommodate both parties' interests.

DISHONORED RESERVATIONS

If the Hotel is unable to provide a room to a Group attendee holding an accepted or confirmed reservation, Hotel may provide alternative accommodations to such attendee (an "Affected Attendee") without such action constituting a breach of this Agreement, provided the terms and conditions of this paragraph are followed. In such an event, the Hotel will provide, at its cost, the substitute hotel accommodations to the Affected Attendee and transportation to and from the substitute hotel for each day that Hotel cannot provide a room. Upon return to the Hotel, the Hotel will provide a note of apology, and every attempt will be made to place the guest in an upgraded room.

SEVERABILITY

If for any reason a court of competent jurisdiction finds any provision of this Agreement or portion thereof to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of the Agreement shall continue in full force and effect.

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE

Each party agrees to use good faith efforts to ensure that it complies with its obligations under the Americans with Disabilities Act and the Act's accompanying regulation and guidelines (collectively the "ADA"). Each party further agrees to indemnify and hold the other party harmless from and against any and all claims and expenses, including attorney's fees and litigation expenses, that may be incurred by or asserted against the other party or its officers, directors, agents, and employees on the basis of the indemnifying party's non-compliance with any of the provisions of the ADA. Ramsey Solutions agrees to provide Hotel with reasonable advance notice about the special needs of any attendees of which Ramsey Solutions is aware.

This Agreement is subject to all applicable federal, state, and local laws, including health and safety

codes, alcoholic beverage control laws, disability laws, federal anti-terrorism laws and regulations, and the like. Hotel and Ramsey Solutions agree to cooperate with each other to ensure compliance with such laws.

EXECUTION; ASSIGNMENT; AMENDMENTS

By execution of this Agreement, the parties specifically acknowledge and agree that this Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, shall act as the binding obligation of the parties, and the individual party signing this Agreement on behalf of a party has the requisite power and authority to bind such party. No modification, amendment of, or supplement to this Agreement shall be valid or effective unless the same is in writing and signed by both parties. The Hotel may require ancillary terms under this Agreement, such as its Policies and Procedures and Banquet Event Orders, and such terms, to the extent not inconsistent with the provisions of this Agreement, shall be binding upon the Group.

INDEMNIFICATION

Each party to this Agreement shall, to the extent not covered by the indemnified party's insurance, indemnify, defend, and hold harmless the other party and its officers, directors, agents, employees, and owners from and against any and all demands, claims, damages to persons or property, losses, and liabilities, including reasonable attorneys' fees (collectively, "Claims"), arising solely out of or solely caused by the indemnifying party's negligence or willful misconduct in connection with the provision and use of Hotel as contemplated by this Agreement. This paragraph shall not waive any statutory limitations of liability available to either party, including innkeepers' limitation of liability laws, nor shall it waive any defenses either party may have with respect to any Claim.

COMPLIANCE WITH LAW

This Agreement is subject to all applicable federal, state, and local laws, including health and safety codes, alcoholic beverage control laws, disability laws, federal anti-terrorism laws and regulations, and the like. Hotel and Ramsey Solutions agree to cooperate with each other to ensure compliance with such laws.

CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT

Any changes, additions, stipulations or deletions including corrective lining out by either Hotel or Ramsey Solutions will not be considered agreed to or binding on the other unless such modifications have been initialed or otherwise approved in writing by the other.

ACCEPTANCE

When presented by the Hotel to Ramsey Solutions, this document is an invitation by the Hotel to Ramsey Solutions to make an offer. Upon signature by Ramsey Solutions, this document will be an offer by Ramsey Solutions. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies Ramsey Solutions at any time prior to Ramsey Solutions execution of this document, the outlined format and dates will be held by the Hotel for Ramsey Solutions on a first-option basis until **Friday, September 29, 2017**. If Ramsey Solutions cannot make a commitment prior to that date, this invitation to offer will revert to a second-option basis or, at the Hotel's option, the arrangements will be released, in which case neither party will have any further obligations.

Upon signature by both parties, Ramsey Solutions and the Hotel shall have agreed to and executed this Agreement by their authorized representatives as of the dates indicated below.

SIGNATURES

Approved and authorized by Ramsey Solutions.

Name: (Print) Joe Leavitt _____

Title: (Print) Director Of Event Productions Ramsey Solutions _____

Signature: _____

[Handwritten Signature] *Lampo Group / Ramsey Solutions*
INCL

Date: 9/29/2017 _____

Approved and authorized by Hotel:

Name: (Print) Tatum Delia _____

Title: (Print) Senior Sales Executive _____

Signature: _____

[Handwritten Signature]

Date: _____